

AMENDMENT 10 TO CONTRACT NUMBER CON0000188

The Texas Juvenile Justice Department, hereinafter TJJD, and Noble Software Group, LLC, 1320 Yuba Street, Suite 212, Redding, CA 96001, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of services for the period of **October 1, 2013**, through **September 30, 2019**. This contract is identified as contract number **CON0000188**.

Both parties wish to continue the relationship that exists without a lapse in services. Service Provider agrees to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use Service Provider's services during the term of this contract.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract and amendments, subject to the following changes:

1. Pursuant to **Exhibit C, GENERAL PROVISIONS, Article 10: Contract Term**, this contract is hereby extended for an additional one (1) year period, beginning **October 1, 2019**, through **September 30, 2020**.
2. Pursuant to section **I. SERVICE PROVIDER, ENTERPRISE SOLUTIONS** rate table, a Customization Hourly Rate of \$150/hour, Training Hourly Rate of \$2,200/day, and Advanced training on Noble View for IT and Research staff rate of \$2,500/day, will be utilized to provide application needs, employee training sessions, and train the trainer sessions for a total of \$190,000.00, with an Annual Maintenance Fee of \$75,000.00.
3. The total not to exceed amount of this contract for the period of **October 1, 2019**, through **September 30, 2020**, is **\$265,000.00 (two hundred sixty-five thousand dollars)**, unless increased by contract amendment.
4. **Exhibit B, CERTIFICATIONS** is revised as follows:
 - a. Articles 18, 22, 23, 26, 29, and 30 are deleted in their entirety and replaced with the following:

"Article 18: Antitrust Affirmation

Service Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Service Provider nor the firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or federal antitrust laws, or (2) if applicable, communicated directly or indirectly the contents of a response to any competitor or any other person engaged in the same line of business as Service Provider.

Article 22: Financial Participation Prohibition Affirmation

Under Texas Government Code, Section 2155.004, TJJD may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from TJJD to participate in preparing the specifications or request for proposals on which the bid or contract is based. If Service Provider is not eligible, then this contract may be immediately terminated. **Under Section 2155.004, Government Code, the vendor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.**

Article 23: Dealings with Public Servants Affirmation

Pursuant to Section 2155.003 of the Texas Government Code, Service Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

Article 26: Public Information Act

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Service Provider is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Such formats include, but are not necessarily limited to, in a non-encrypted electronic format, PDF, and HTML.

Article 29: Entities that Boycott Israel

Pursuant to Section 2270.002 of the Texas Government Code, Service Provider certifies that either: (i) it meets an exemption criterion under Section 2270.002; or (ii) that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

Article 30: Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract."

- b. The following Article is added:

"Article 31: Drug-Free Workplace

Service Provider represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment."

5. **Exhibit C, GENERAL PROVISIONS** is revised as follows:

- a. Articles 13, 19, and 20 are deleted in their entirety and replaced with the following:

"Article 13: Notice

Any written notice required under this contract will be either through hand delivery or by U.S. Mail, certified, return receipt requested, to Service Provider at the address indicated on page 1 of the contract (**1320 Yuba Street, Suite 212, Redding CA 96001**) and to TJJD at Texas Juvenile Justice Department, Office of General Counsel, 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758.

Article 19: Debts and Delinquencies Affirmation

Service Provider agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

Article 20: Buy Texas Affirmation

In accordance with Section 2155.4441 of the Texas Government Code, Service Provider agrees that during the performance of a contract for services it shall purchase products and materials

produced in Texas when they are available at a price and time comparable to products and materials produced outside this state."

- b. The following Articles are added:

"Article 25: Cybersecurity Training

If Service Provider, including subcontractor, officer, or employee of Service Provider, has access to a state computer system or database, then Service Provider and any applicable subcontractor, officer, or employee of Service Provider, must complete a cybersecurity training program (Program) certified under Texas Government Code Section 2054.519 as selected by TJJD. The Program must be completed during the term of the contract and during any renewal period thereafter, if applicable.

Article 26: Disaster Recovery Plan

Upon request of TJJD, Service Provider shall provide copies of its most recent business continuity and disaster recovery plans."

6. Any reference to TJJD Director of Business Operations and Contracts; Director of Business Services and Contracts; or TJJD Director of Contracts, Procurement and Support Services, is deleted.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:



Camille Cain, Executive Director

9/12/19
Date

For Service Provider:



Signature

Printed Name

Title

10/3/19
Date

Approved as to form:



TJJD Attorney

9/12/19
Date